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Dear Sir:

In accordance with 37 C.F.R. §§1.97 and 1.98, Applicants herewith submit certain references which the Patent & Trademark Office may wish to consider in examining the above-identified application. With the exception of the Statement of Development of the Invention (the first reference listed under "Other References", all of the references and information were provided in the Information Disclosure Statements (IDS) previously filed for application 09/421,808 on the following dates: October 20, 1999, January 11, 2001, and October 11, 2001. References may be traced to the appropriate IDS by the color and font used to illustrate the reference. Green, capitalized references were submitted in an IDS dated October 20, 1999. Blue, plain font references were submitted in an IDS dated January 11, 2001. Red, italicized references were from the supplemental IDS filed on October 11, 2001. A copy of each original IDS is attached. The listed references are also listed on the attached Form PTO-1449. The regulation defined by 37 C.F.R. 1.98(d) permits the filing of references without copies, however, if an additional set of copies is desired by the Examiner, Applicant respectfully requests that Examiner contact Applicant and an additional set of copies will be produced and sent to the Examiner.

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**INVENTOR**

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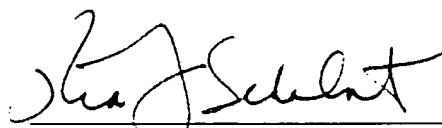
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Copies of the listed references are provided. No representation is made or intended that a prior art search has been made or that no better art than the listed is available. It is respectfully requested that the information be considered by the Examiner and made of record in the present application.

The Assistant Commissioner for Patents is authorized to charge any deficiency or credit any overpayment to Frost Brown Todd LLC Deposit Account No. 06-2226.

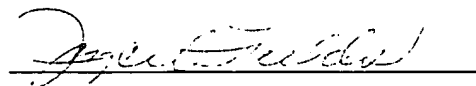


Ria Farrell Schalnat  
Registration No. 47,058  
Telephone (513) 651-6167  
FROST BROWN TODD LLC  
2200 PNC Center  
201 East Fifth Street  
Cincinnati, Ohio 45202-4182

10/29/01, 2001

### CERTIFICATE OF MAILING

I hereby certify that a copy of this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to The Assistant Commissioner of Patents, Washington, D.C. 20231 this 29th day of October, 2001.



## DEVELOPMENT OF THE INVENTION

Development of the present invention stemmed from a previously developed invention, Web-Based Active Virtual File System, for which a patent application was filed on September 29, 1999.

TF Logic, Inc. (*hereinafter*, TF Logic) and Lang Financial Systems, Inc. (*hereinafter*, Lang) arranged a meeting to discuss details of the Web-Based Active Virtual File System for June 22, 2000. Contemporaneous with the meeting, the parties negotiated and signed an Agreement of Confidentiality (*please see* attached) regarding the technology discussed at the meeting. Participants in this meeting included Pat Osterday, Vali Tadayon, Chuck Zwick, Jim Wilson, and Stan Lang. In the course of this meeting, ideas for enhancements to the Web-Based Active Virtual File System were also discussed including an artistic conception (*please see*, attached Figure 1) for a new type of directory system for the Web-Based Active Virtual File System. One purpose of this meeting was to determine whether or not the new directory system would be useful to an entity such as Lang and, therefore, worthwhile for TF Logic to develop. Ultimately, this new type of directory system was developed by TF Logic and a non-provisional, continuation-in-part patent application was filed on this improvement on August 31, 2001. The new patent was entitled, "Active File System." At the time of this meeting, however, the new directory system was merely an idea and development work had not yet begun.

"Public use" of a claimed invention under 35 U.S.C. § 102(b) occurs when the inventor allows another person to use the invention without limitation, restriction or obligation of secrecy to the inventor." MPEP § 2133.03(b). The secret nature of the parties' discussions was preserved by signed Agreements of Confidentiality. Furthermore, because no invention existed at the time of these discussions, it was impossible for TF Logic to allow Lang to use the invention. Therefore, no "public use" was made of the idea of this invention.

A "sale" is a contract between parties wherein the seller agrees to "give and to pass rights of property" in return for the buyer's payment or promise "to pay the seller for the things bought or sold." MPEP § 2133.03(b)(I). It must be demonstrated by clear and convincing evidence that "there was a definite sale or offer to sell by more than one year before the application for the subject patent, and that the subject matter of the sale or offer to sell fully anticipated the claimed invention. Group One, Ltd. v. Hallmark Cards, Inc., 254 F.3d 1041, 1045-1046 (Fed. Cir. 2001) *quoting* UMC Elecs. Co. v. United States, 816 F.2d 647, 656, 2 USPQ2d 1465, 1472 (Fed. Cir. 1987). The Supreme Court further refined this test by requiring a) a commercial offer for sale and b) that the invention must be ready for patenting. Pfaff v. Wells Electronics, Inc., 525 U.S. 55 (1998). Such an offer for sale must meet the level of an offer for sale in the contract sense [generally, under the Uniform Commercial Code or Restatement of Contracts]. Group One, Ltd. v. Hallmark Cards, Inc., 254 F.3d 1041, 1047-48 (Fed. Cir. 2001).

The correspondence between TF Logic and Lang did not amount to a commercial offer to sell the invention for two reasons. First, there was no discussion of price or delivery date for software embodying the new directory system. Second, no invention existed at the time of these discussions, only an idea for an invention. Therefore, the discussions which occurred on June 22, 2000, would not raise any on-sale bar issues for the currently pending application.

This disclosure has been submitted so that applicant fully complies with the duty of candor and good faith imposed by section 37 C.F.R. 1.97. Applicant, however, believes that this disclosure will not affect the patentability of the currently pending application 09/944,663.

<b>PTO FORM 4/92*</b>				
<b>FORM PTO-1449</b>		<b>ATTY. DOCKET</b>	484318	<b>SERIAL NO.</b> 09/944,663
<b>LIST OF PATENTS AND PUBLICATIONS FOR APPLICANT'S INFORMATION DISCLOSURE STATEMENT</b>		<b>APPLICANT</b>	Patrick B. Osterday, et al	
		<b>FILING DATE</b>	8/31/01	<b>GROUP</b>
Exam Init.				

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<b>IDS B</b>	<b>Attached</b>	<b>January 11, 2001</b>	
<b>IDS C</b>	<b>ATTACHED</b>	<b>October 20, 1999</b>	
<b>Exhibit B to Dialog Search Report</b>		<b>10/15/00</b>	
<b>Microsoft</b>			
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<p><b>ZDNet</b></p> <p><i>eRoom 4.0</i>; (3 pgs)</p> <p><i>Instinctive Technology Inc.: eRoom</i> (3 pgs)</p> <p><i>Company Detail</i> (Instinctive Technology, Inc.) (2 pgs.)</p> <p><i>QuickPlace 1</i>. (3 pgs)</p> <p><i>HotOffice 2.0</i> (3 pgs)</p>	<p><a href="http://home.zdnet.com/products/stories/reviews/0,4161,2337328,0,0.html">http://home.zdnet.com/products/stories/reviews/0,4161,2337328,0,0.html</a></p> <p><a href="http://www.zdnet.com/pcmag/stories/reviews/0,6755,311635,0,0.html">http://www.zdnet.com/pcmag/stories/reviews/0,6755,311635,0,0.html</a></p> <p><a href="http://home.zdnet.com/companyfinder/filters/detail/0,9991,7177,0,0.html">http://home.zdnet.com/companyfinder/filters/detail/0,9991,7177,0,0.html</a></p> <p><a href="http://home.zdnet.com/products/stories/reviews/0,4161,2337331,0,0.html">http://home.zdnet.com/products/stories/reviews/0,4161,2337331,0,0.html</a></p> <p><a href="http://home.zdnet.com/products/stories/reviews/0,4161,2337329,0,0.html">http://home.zdnet.com/products/stories/reviews/0,4161,2337329,0,0.html</a></p>	<p>viewed on 5/14/01</p>
<p><b>Installing the Oracle Internet File System</b> (18 pgs.)</p>	<p><a href="http://otn.oracle.com/products/oracle9i/htdocs/9ipak/oifs/ifsinstall/ifsinstall.html">http://otn.oracle.com/products/oracle9i/htdocs/9ipak/oifs/ifsinstall/ifsinstall.html</a></p>	<p>viewed on 5/15/01</p>
<p><b>Welcome to WebDAV Resources</b> (1 pg.)</p>	<p><a href="http://www.webdav.org">http://www.webdav.org</a></p>	<p>viewed on 4/5/01</p>
<p><b>The Active Database Central: Introduction</b> (2 pgs.)</p>	<p><a href="http://www.ida.his.se/ida/adc/intro.html">http://www.ida.his.se/ida/adc/intro.html</a></p>	<p>viewed on 3/23/01</p>
<p><b>Database software: Oracle Splits the Logic</b> (1 pg.)</p>	<p><a href="http://www.informationweek.com/534/34mtora.htm">http://www.informationweek.com/534/34mtora.htm</a>;</p>	<p>viewed on 3/23/01</p>
<p><b>Create an active database</b> (1 pg.)</p>	<p><a href="http://cnnfn.cnn.com/2001/01/30/soho/q_jane_idea78">http://cnnfn.cnn.com/2001/01/30/soho/q_jane_idea78</a></p>	<p>January 30, 2001</p>
<p><b>Oracle to offer Net file system for broader content</b></p>	<p><a href="http://news.cnet.com/news/0-1003-200-1721409.html">http://news.cnet.com/news/0-1003-200-1721409.html</a></p>	<p>April 20, 2000</p>

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<b>Oracle Internet File System</b>	<a href="http://www.oracle.com/ip/deploy/database/features/ifs.html">http://www.oracle.com/ip/deploy/database/features/ifs.html</a> & <a href="http://www.oracle.com/ip/deploy/database/collateral/ifsfol1.htm">http://www.oracle.com/ip/deploy/database/collateral/ifsfol1.htm</a>	© 2000
<i>Freedom to Innovate: Oracle® Internet File System Developer's Kit (9 pgs.)</i>		November 2000
<i>Technical Data Sheet</i>		March 1999
<i>Understanding the Oracle8i™ Internet File System (iFS) Option (7 pgs)</i>		February 1999
<b>Server Access API Programmer's Guide Instinctive Technology (52 pgs.)</b>		August 12, 1999
<b>File Systems in Unix; Norman Matloff, Department of Computer Science, University of California at Davis (5 pgs)</b>	<a href="http://heather.cs.ucdavis.edu/~matloff/UnixAndC/Unix/FileSyst.html">http://heather.cs.ucdavis.edu/~matloff/UnixAndC/Unix/FileSyst.html</a>	10/19/98
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UPS DOCUMENT EXCHANGE, 4 PAGES, PRODUCT ADVERTISING

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INTRABLOCKS, 3 PAGES, PRODUCT ADVERTISING

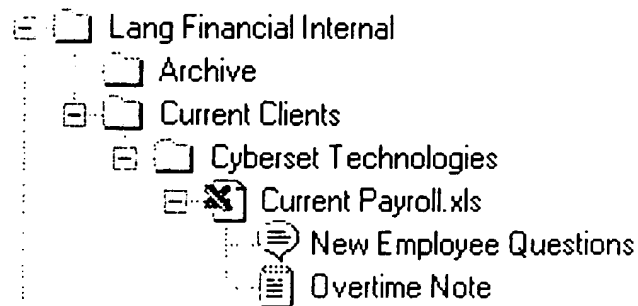
EXAMINER \_\_\_\_\_ DATE CONSIDERED \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

**EXAMINER:** Initial if reference considered, whether or not citation is in conformance with MPEP 609; Draw line through citation if not in conformance and not considered. Include copy of this form with next communication to applicant.



## Example of FileDelivery's Objects in Action

### Lang Financial Example



**Figure 1**

**Example object tree for Lang Financial - as it would appear in the "Hierarchy View" on the left side of the current FileDelivery user interface.**

Legend	
	Excel document saved via "Files Module"
	Discussion object created by "Discussion Module"
	Note object created by "Notes Module"

See Figure 1 above for a visual representation of the following example. In the following example, a "Notification" refers simply to email messages that are sent out by FileDelivery:

In this example, we are depicting how Lang Financial would use FileDelivery to streamline communication with one of their clients, for sake of example we'll call their client Cyberset Technologies. First of all, let's describe the relationship that Lang has with Cyberset: Cyberset is a small business focused on Internet-related products and services. Cyberset outsources their payroll processing to Lang Financial, which benefits Cyberset by allowing them to operate with fewer finance and operations employees. On a bi-weekly basis, Kathi from Cyberset needs to open and edit an excel spreadsheet, update the working hours for each employee, enter any sick time or vacation time taken, and have the spreadsheet compute the weekly pay, sick time and vacation time balances, etc... Lang then needs to feed the data from the spreadsheet into their payroll processing system which prints and sends Cyberset's paychecks.

To accommodate this process, Stan from Lang Financial gives Kathi, a Cyberset Technologies employee, rights to edit the Excel spreadsheet in the "Cyberset Technologies" folder. She edits the file, entering each employee's working, sick, and vacation hours for the current pay period. Then she saves the file. When she saves the file, Stan is notified (sent an email) that an update to Cyberset's payroll has occurred.

Even though the title of the document has no date, the date of upload is saved as "meta-data" in the hierarchy, making it easy to determine which pay period this file is from. Clicking on this object would allow Stan to view this "meta-data" as well as choose other actions associated to the object. The object in this case is a file, which means Stan can view or edit the file.

Kathi is new to this job, so when another new employee was hired by Cyberset, she had some questions for Stan regarding how to incorporate the new employee into the spreadsheet. So, she created the "New Employee Questions" Discussion object. When Kathi created the discussion, Stan was notified. Stan could then respond to Kathi's questions. If Kathi set up constant notifications on this object, she would be notified every time a new message was posted to the discussion.

"Overtime Note" is a note added by Kathi about a discrepancy in the Excel file that she wanted to point out. When the note was created, Stan was notified.

Let's say that during this pay period, checks are mailed out on the 14th of the month. On the 14th of the month, Stan opens the Excel spreadsheet and runs a macro that sends the data to a program that processes the data and prints the paychecks.

Stan has set up a rule that says that on the day after paychecks are mailed (in this case, the 15th of the month) make a backup copy of the spreadsheet and all attached objects to the "archive" folder. Now the archive folder contains backup copies of the spreadsheets from every previous pay period as required by law (including any notes or discussions that Stan and Kathi had regarding the sheets), and when it comes time to enter payroll information again, Kathi can edit the spreadsheet in the Cyberset Technologies folder while a copy of last week's data remains in the archive folder.

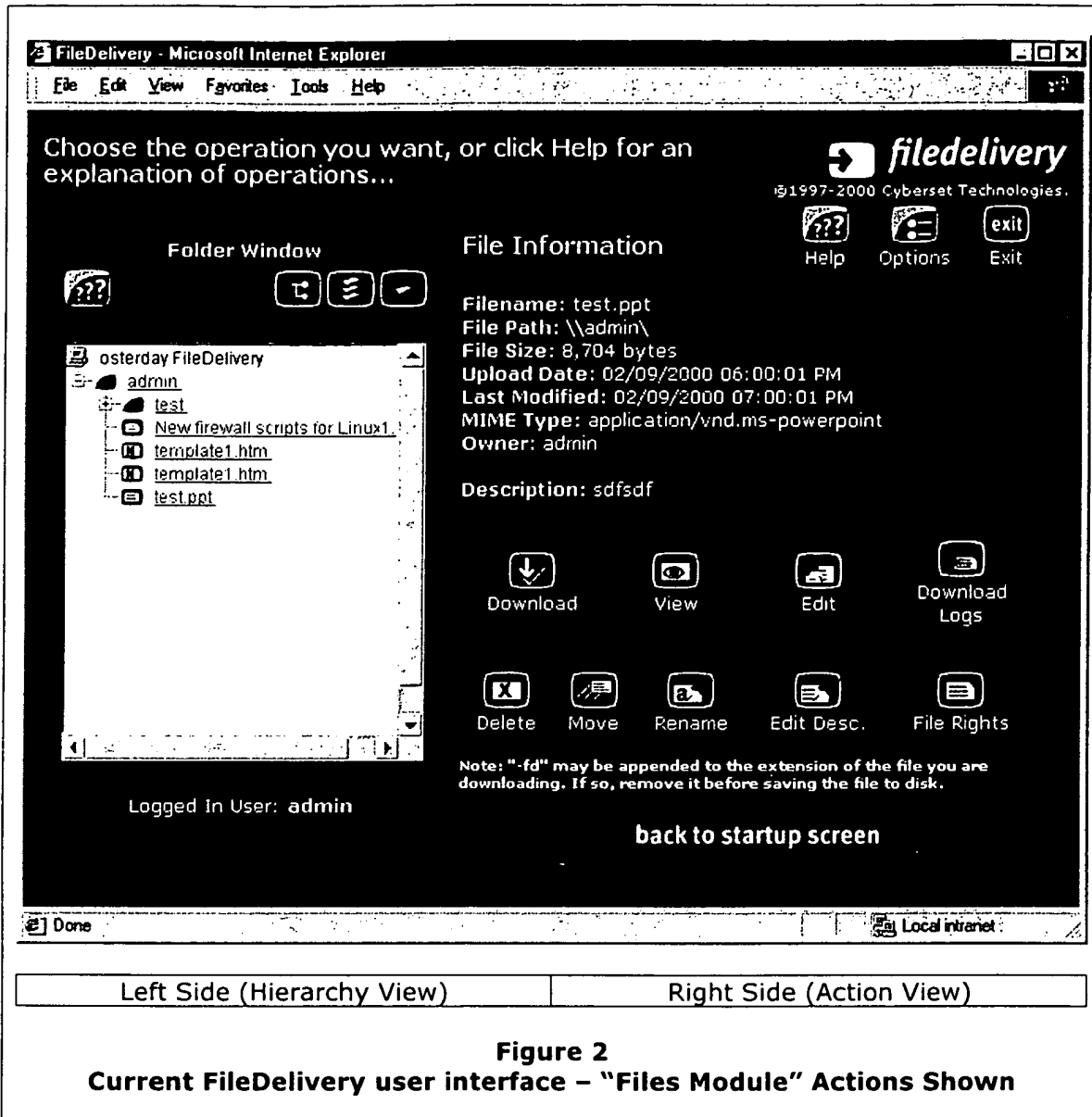
This system is a tremendous improvement over Lang Financial's old payroll processing system. Using the old email-based system, Kathi would have to email the spreadsheet to Stan, along with any questions she had. Stan would then address the question in a reply email, possibly by modifying the spreadsheet and sending the sheet back to Kathi. Kathi would then have to further revise the sheet and send it back to Stan, and so on. There would be a copy of the spreadsheet saved on Kathi's computer, and also one on Stan's computer. If Stan updated his copy of the sheet and Kathi then sent him some revisions from her copy of the sheet, Stan would now have two copies of the sheet that he would have to incorporate together. In addition, after each pay period, he would have to manually make a backup copy of the sheet for archiving purposes.

Lang Financial chose to replace their old system with FileDelivery because it made file management and notification of updates an automatic process, allowing their

employees and their clients to focus on their jobs rather than keeping their files and emails organized.

The above example is taken from our real-world experience with our current accounting firm. The email-based payroll system described above is similar to our own current payroll system. Our payroll is handled by an accounting firm that we outsource our payroll to, and there is a lot of back-and-forth emails, attachments, phone calls, faxes, etc... It's apparent how much better the process would be if our accounting firm used FileDelivery in the manner described above. Lang Financial performs the same sort of services for companies, so this example applies to them very well.

For reference purposes, a screenshot of the current FileDelivery user interface is on the next page, showing FileDelivery's hierarchy (currently called the "folder window") and the actions that are on the right half of the screen...



## AGREEMENT OF CONFIDENTIALITY

THIS AGREEMENT is made on this 22 of June 2000, by and between Cyberset Technologies, Inc., 7265 Kenwood Road, Suite 363, Cincinnati, Ohio 45236 (hereinafter "Cyberset"); and Stan King (Hereinafter "Vendor").

The parties of this Agreement desire to enter into discussions (the "Discussions") in connection with a potential business arrangement. Each of the parties hereto understand, acknowledge and agree that in the course of the Discussions, a party may reveal certain confidential and secret information about themselves to the other and desire by this Agreement to protect the confidentiality of the information to be revealed by them in the course of the Discussions. Accordingly, Cyberset and Vendor agree as follows:

Each party has furnished or will furnish the other with certain information which is non-public, confidential or proprietary in nature to assist each party in evaluating a potential business transaction (the "Confidential Information"). Confidential Information is defined to include information, both verbal and written (in hard copy or digital or other electronic form), that relates to a party's business and is treated by that party as non-public, confidential or proprietary in nature. It is presumed that any information shared by one party about itself or its business is Confidential Information, unless the disclosing party expressly states that such information is not confidential. The lack of marking non-verbal information as "Confidential" does not make such information non-confidential. In the event that a party is uncertain whether particular information from the other party is Confidential Information, that party must first ask the disclosing party whether such information is Confidential Information, and must not reveal it to third parties before receiving the disclosing party's permission to do so.

As consideration for each party furnishing the other with Confidential Information, both parties agree, as set forth below, to treat confidentially such information, together with analyses, compilations, studies or other documents or records prepared by either party, or respective affiliates, directors, partners, officers, employees, counsel, accountants, representatives and other persons with whom either party may consult in evaluating the potential transaction (such persons with respect to either party are collectively referred to as 'representatives') which contain, or otherwise reflect, or are generated from, such Confidential Information and shall collectively become part of the Confidential Information.

Each party agrees that the Confidential Information will not be used other than in connection with the purpose described above, and that such Confidential Information will be kept confidential; provided, however, that (1) any such Confidential Information may be disclosed to each party's respective representatives (which shall include, but not be limited to, attorneys, accountants, investment bankers, lenders, partners or affiliates), but only if the need to know the Confidential Information for the purpose described above (it being understood that any such representatives shall be informed of the confidential and proprietary nature of the Confidential Information and shall be directed to treat the Confidential Information confidentially and not use it other than for the purpose described above), and (2) any such Confidential Information may be disclosed with the other party's prior written consent. Each party agrees to make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to anyone other than permitted hereby.

Without prior written consent of the disclosing party, the receiving party will not, and will direct its representatives not to, disclose to any person (other than the receiving party's representatives) the fact that the Confidential Information has been made available, or the fact that these Discussions and any related negotiations are taking place, including the status thereof. The term 'person' as used in this agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.

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Written confidential information, except for that portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for a receiving party (other than Confidential Information prepared by the disclosing party) will be returned to the disclosing party immediately upon request. That portion of the Confidential Information that may be found in analysis, compilations, studies or other documents prepared by or for a receiving party, oral Confidential Information and written Confidential Information not so requested or returned will be held by the receiving party and kept subject to the terms of this agreement for a period of five years hereafter or destroyed.

In the event that either party is required by subpoena, civil investigative demand or similar process to disclose any Confidential Information, the other party shall be promptly notified of such request or requirement so that an appropriate protective order may be sought. Each party will exercise its respective reasonable efforts to assist the other in obtaining a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. In the absence of such a protective order or assurance, the recipient hereunder may disclose that portion of the Confidential Information subject to such subpoena, demand or process if in the opinion of its counsel failure to do so would likely result in censure or other penalty. In the event disclosure of Confidential Information or the fact that negotiations are taking place and/or the status thereof is required under federal or state security laws, either party may make the legally required disclosures.

Each party understands and agrees that no contract or agreement providing for any transaction between the parties of the type contemplated by this Agreement has been executed and delivered, and each party hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with any such transaction between the parties unless and until the parties hereto shall have entered into a final definitive agreement. Each party also agrees that unless and until a final definitive agreement has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement except for the matters specifically agreed to herein and agrees that no representation or warranty is made as to the accuracy of any Confidential Information except as is contained in a definitive agreement. Each party further agrees that the other party may, in its sole discretion, reject any and all proposals made by the other or any of its representatives with regard to any such transaction, and terminate Discussions and negotiations at any time.

Each party acknowledges that the federal securities laws create certain restrictions on trading securities of an issuer (or any of its affiliates or subsidiaries) while in possession of material non-public Confidential Information concerning such issuer, and advise each representative to whom Confidential Information is disseminated accordingly.

Notwithstanding anything to the contrary contained herein, the parties acknowledge that they may become competitors in certain businesses, that this agreement shall in no way be construed in any manner which would lessen such competition, that each of them has developed, is

developing and may hereafter develop ideas, concepts, designs and technology related to their businesses and that such ideas, concepts, designs and technologies may be similar in many respects.

If a party breaches, or threatens to commit a breach, of any of the provisions of this Agreement, the other party shall have the right and remedy to have the breaching party's obligations specifically enforced by any court having equity jurisdiction, including, without limitation, the right to restraining orders and injunctions against violations, threatened or actual, and whether or not then continuing, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the non-breaching party and that money damages will not provide an adequate remedy.

Each party shall take effective precautions, contractual and otherwise, reasonably calculated to prevent disclosure or misuse of such Confidential Information by any of its employees or by any other person having access to such Confidential Information.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legal representatives and/or personal representatives.

The terms and conditions herein contained shall survive any breach of this Agreement for any reason whatsoever.

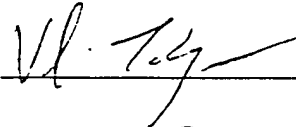
If any one or more of the provisions of this Agreement shall be adjudged or declared invalid, illegal or unenforceable by a court of competent jurisdiction, it shall not in any way affect or impair the validity or enforceability of all or any other provision of this Agreement, and this Agreement shall be construed as if it did not contain the particular provision(s) so adjudged or declared invalid, illegal or unenforceable, and the rights and obligations of the parties shall be construed and enforced accordingly.

This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

The parties hereto have caused this Agreement to be duly executed on the date(s) first appearing above.

Cyberset Technologies, Inc.

By:



Vali Tadayon, President

*Law Office of Eric S. Glick*

By:



## AGREEMENT OF CONFIDENTIALITY

THIS AGREEMENT is made on this 22<sup>nd</sup> of JUNE 2000, by and between Cyberset Technologies, Inc., 7265 Kenwood Road, Suite 363, Cincinnati, Ohio 45236 (hereinafter "Cyberset"); and LAW & FINANCIAL GROUP (Hereinafter "Vendor").

The parties of this Agreement desire to enter into discussions (the "Discussions") in connection with a potential business arrangement. Each of the parties hereto understand, acknowledge and agree that in the course of the Discussions, a party may reveal certain confidential and secret information about themselves to the other and desire by this Agreement to protect the confidentiality of the information to be revealed by them in the course of the Discussions. Accordingly, Cyberset and Vendor agree as follows:

Each party has furnished or will furnish the other with certain information which is non-public, confidential or proprietary in nature to assist each party in evaluating a potential business transaction (the "Confidential Information"). Confidential Information is defined to include information, both verbal and written (in hard copy or digital or other electronic form), that relates to a party's business and is treated by that party as non-public, confidential or proprietary in nature. It is presumed that any information shared by one party about itself or its business is Confidential Information, unless the disclosing party expressly states that such information is not confidential. The lack of marking non-verbal information as "Confidential" does not make such information non-confidential. In the event that a party is uncertain whether particular information from the other party is Confidential Information, that party must first ask the disclosing party whether such information is Confidential Information, and must not reveal it to third parties before receiving the disclosing party's permission to do so.

As consideration for each party furnishing the other with Confidential Information, both parties agree, as set forth below, to treat confidentially such information, together with analyses, compilations, studies or other documents or records prepared by either party, or respective affiliates, directors, partners, officers, employees, counsel, accountants, representatives and other persons with whom either party may consult in evaluating the potential transaction (such persons with respect to either party are collectively referred to as 'representatives') which contain, or otherwise reflect, or are generated from, such Confidential Information and shall collectively become part of the Confidential Information.

Each party agrees that the Confidential Information will not be used other than in connection with the purpose described above, and that such Confidential Information will be kept confidential; provided, however, that (1) any such Confidential Information may be disclosed to each party's respective representatives (which shall include, but not be limited to, attorneys, accountants, investment bankers, lenders, partners or affiliates), but only if the need to know the Confidential Information for the purpose described above (it being understood that any such representatives shall be informed of the confidential and proprietary nature of the Confidential Information and shall be directed to treat the Confidential Information confidentially and not use it other than for the purpose described above), and (2) any such Confidential Information may be disclosed with the other party's prior written consent. Each party agrees to make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to anyone other than permitted hereby.

Without prior written consent of the disclosing party, the receiving party will not, and will direct its representatives not to, disclose to any person (other than the receiving party's representatives) the fact that the Confidential Information has been made available, or the fact that these Discussions and any related negotiations are taking place, including the status thereof. The term 'person' as used in this agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.



Notwithstanding the foregoing, the following will not constitute Confidential Information for the purposes of this agreement (1) Confidential Information which is filed with any governmental agency on a non-confidential basis or which is or becomes generally available to the public other than as a result of a wrongful disclosure by a receiving party or its representatives, (ii) Confidential Information which was available on a non-confidential basis prior to its disclosure or which the recipient can demonstrate was independently developed by such party or (iii) Confidential Information which becomes available on a non-confidential basis from a source other than the parties hereto or their respective representatives, provided that such source is not known by the receiving party to be subject to any prohibition against transmitting the Confidential Information. The fact that confidential information included in the Confidential Information is or becomes otherwise available under clauses (ii) or (iii) shall not relieve either party or other respective representatives of the confidentiality obligations of such party with respect to other Confidential Information or from the other prohibitions set forth in this agreement.

Written confidential information, except for that portion of the Confidential Information that may be found in analyses, compilations, studies or other documents prepared by or for a receiving party (other than Confidential Information prepared by the disclosing party) will be returned to the disclosing party immediately upon request. That portion of the Confidential Information that may be found in analysis, compilations, studies or other documents prepared by or for a receiving party, oral Confidential Information and written Confidential Information not so requested or returned will be held by the receiving party and kept subject to the terms of this agreement for a period of five years hereafter or destroyed.

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Each party understands and agrees that no contract or agreement providing for any transaction between the parties of the type contemplated by this Agreement has been executed and delivered, and each party hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with any such transaction between the parties unless and until the parties hereto shall have entered into a final definitive agreement. Each party also agrees that unless and until a final definitive agreement has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement except for the matters specifically agreed to herein and agrees that no representation or warranty is made as to the accuracy of any Confidential Information except as is contained in a definitive agreement. Each party further agrees that the other party may, in its sole discretion, reject any and all proposals made by the other or any of its representatives with regard to any such transaction, and terminate Discussions and negotiations at any time.

Each party acknowledges that the federal securities laws create certain restrictions on trading securities of an issuer (or any of its affiliates or subsidiaries) while in possession of material non-public Confidential Information concerning such issuer, and advise each representative to whom Confidential Information is disseminated accordingly.

Notwithstanding anything to the contrary contained herein, the parties acknowledge that they may become competitors in certain businesses, that this agreement shall in no way be construed in any manner which would lessen such competition, that each of them has developed, is

developing and may hereafter develop ideas, concepts, designs and technology related to their businesses and that such ideas, concepts, designs and technologies may be similar in many respects.

If a party breaches, or threatens to commit a breach, of any of the provisions of this Agreement, the other party shall have the right and remedy to have the breaching party's obligations specifically enforced by any court having equity jurisdiction, including, without limitation, the right to restraining orders and injunctions against violations, threatened or actual, and whether or not then continuing, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the non-breaching party and that money damages will not provide an adequate remedy.

Each party shall take effective precautions, contractual and otherwise, reasonably calculated to prevent disclosure or misuse of such Confidential Information by any of its employees or by any other person having access to such Confidential Information.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legal representatives and/or personal representatives.

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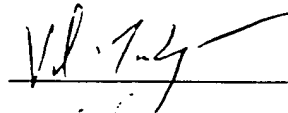
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This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

The parties hereto have caused this Agreement to be duly executed on the date(s) first appearing above.

Cyberset Technologies, Inc.

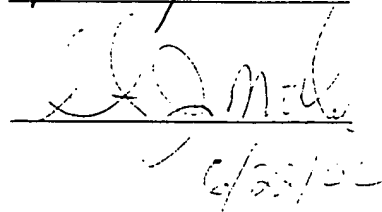
By:



Vali Tadayon, President

L. Davis-Fleming Cyber

By:

  
6/25/02

## AGREEMENT OF CONFIDENTIALITY

THIS AGREEMENT is made on this 22 of June 2000, by and between Cyberset Technologies, Inc., 7265 Kenwood Road, Suite 363, Cincinnati, Ohio 45236 (hereinafter "Cyberset"); and Gregory DeChris Topher (Hereinafter "Vendor").

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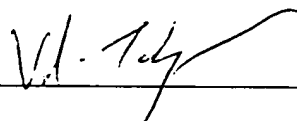
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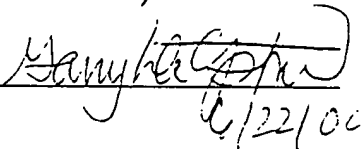
Cyberset Technologies, Inc.

By:



Vali Tadayon, President

By:

  
6/22/00

**TRANSMITTAL OF INFORMATION DISCLOSURE STATEMENT**  
(Under 37 CFR 1.97(b) or 1.97(c))

Docket No.  
CYB-502

In Re Application Of: Vali Tadayon, et al

Serial No.  
-----

Filing Date  
New Application

Examiner  
-----

Group Art Unit  
-----

Title: METHOD AND APPARATUS FOR PROVIDING A WEB-BASED ACTIVE VIRTUAL FILE SYSTEM

**Payment of Fee**

(Only complete if Applicant elects to pay the fee set forth in 37 CFR 1.17(p))

- ☐ A check in the amount of \_\_\_\_\_ is attached.
- ☒ The Assistant Commissioner is hereby authorized to charge and credit Deposit Account No. 04-0205 as described below. A duplicate copy of this sheet is enclosed.
- ☐ Charge the amount of \_\_\_\_\_
- ☐ Credit any overpayment.
- ☒ Charge any additional fee required.

**Certificate of Transmission by Facsimile\***

I certify that this document and authorization to charge deposit account is being facsimile transmitted to the United States Patent and Trademark Office (Fax. No. \_\_\_\_\_) on \_\_\_\_\_ (Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name of Person Signing Certificate

**Certificate of Mailing by First Class Mail**

I certify that this document and fee is being deposited on \_\_\_\_\_ with the U.S. Postal Service as first class mail under 37 C.F.R. 1.8 and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

\_\_\_\_\_  
Signature of Person Mailing Correspondence

\_\_\_\_\_  
Typed or Printed Name of Person Mailing Correspondence

\*This certificate may only be used if paying by deposit account.

  
\_\_\_\_\_  
Signature

Dated: October 20, 1999

Frederick H. Gribbell  
DAVIDSON & GRIBBELL, LLP  
10250 Alliance Road, Suite 120  
Cincinnati, OH 45242  
(513) 891-2100  
PTO Registration No. 33,892

cc: